

SALLAUM LINES/NYK SPACE CHARTER AGREEMENT

FMC AGREEMENT NO. 201326-001

A COOPERATIVE WORKING AGREEMENT

Expiration Date: None

Date of Last Republication: None

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Article 1. Name

This Agreement shall be known as the Sallaum Lines/NYK Space Charter Agreement (the “Agreement”).

Article 2. Purpose

The purpose of this Agreement is to authorize the Parties (as defined below) to charter space to/from one another for the carriage of vehicles or other Ro/Ro cargo on their respective vessels in the Trade (as defined below).

Article 3. Parties

The parties (individually, a “Party” and collectively the “Parties”) to this Agreement are:

1. SALLAUM LINES ~~SWITZERLAND SA DMCC~~
Swiss Tower, Office 2001
JLT, Dubai, UAE

(hereafter, “Sallaum Lines”)
2. ~~NYK Line (North America) Inc.~~ NYK Group Americas Inc. (RO/RO Division)
as agent for Nippon Yusen Kaisha
Yusen BLDG., 3-2 Marunouchi Chiyoda-Ku
Tokyo, Japan

(hereafter, “NYK”)

Article 4. Geographic Scope of the Agreement

The scope of this Agreement is transportation of vehicles and other cargo from various ports from the United States East Coast and the Gulf, to various ports in Canada, Germany, Netherlands, Belgium, United Kingdom, France, Spain, Italy, Slovenia, Greece and Turkey (the foregoing geographical scoped referred to in this Agreement as the “Trade”).

planning, insurance, liability, cargo claims, indemnities, the terms of their respective bills of lading, failure to perform and force majeure. The Parties may discuss and agree upon the terminal(s) to be called by the vessels operated hereunder as well as the stevedore(s) that will service such vessels, and/or the volume of cargo to be handled by such terminals or stevedores. In furtherance of the foregoing, the Parties are authorized to discuss, exchange information, and/or coordinate negotiations with marine terminal operators or stevedores relating to operational matters such as port schedules and berthing windows; availability of port facilities equipment and services; contract duration; adequacy of throughput; and the procedures of the interchange of operational data in a legally compliant matter. Nothing herein, however, shall authorize the parties jointly to operate a marine terminal in the United States nor to jointly negotiate for or jointly procure terminal services at U.S. ports.

5.4 The Parties are authorized to enter into further agreements authorized by this Agreement, subject to the filing and effectiveness provisions of the Shipping Act of 1984, as amended, and implementing regulations of the Federal Maritime Commission.

5.5 Each Party shall conduct its own separate marketing and sales activities, shall issue its own bills of lading, and, unless otherwise agreed, handle its own claims.

Article 6. Administration and Delegations of Authority

6.1 This Agreement shall be administered and implemented by such meetings, decisions, memoranda, and communications between any authorized representatives of the Parties to enable them to effectuate the purposes of this Agreement.

6.2 The following individuals shall have the authority to file this Agreement and any modification to this Agreement with the Federal Maritime Commission, as well as the authority to delegate the same:

- (a) Any authorized officer or representative of a Party; or
- (b) Legal counsel for a Party.

Article 7. Membership and Withdrawal

7.1 New parties to this Agreement may be added only upon the unanimous consent of the Parties. The addition of any new party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
by their duly authorized representatives as of June _____, 2021.

For and on behalf of Sallaum Lines DMCC

Sallaum Lines Germany GmbH

(as agent only)

By: _____

Name: _____

Title: _____

Nippon Yusen Kaisha

By: _____

Name: _____

Title: _____